

# **MATERIAL TRANSFER AGREEMENT**

## **THIS AGREEMENT IS MADE BETWEEN:**

The Secretary of State for Environment, Food and Rural Affairs of Nobel House, 17 Smith Square, London SW1P 3JR ("the Secretary of State") acting through the Animal and Plant Health Agency, Addlestone, Surrey, United Kingdom (hereinafter referred to as "PROVIDER").

## **AND**

University of Veterinary Medicine Hannover, Foundation, represented by the president, represented by the director of the Institute for Microbiology, **Prof. Dr. P. Valentin-Weigand**, Bischofsholer Damm 15, 30173 Hannover, Germany, (hereinafter referred to as "RECIPIENT").

In response to RECIPIENT's request for certain material.

RECIPIENT and PROVIDER agree as follows:

### **1. Definitions**

The following definitions shall be used for the purposes of interpreting the Agreement and Standard Terms and Conditions.

- 1.1 "Agreement" shall mean the foregoing Agreement together with these Standard Terms and Conditions and the attached Schedule.
- 1.2 "Commencement Date" shall mean the date upon which the Agreement shall come into effect as specified in Clause 1 of the Agreement.
- 1.3 "Material" shall mean the material and accompanying know-how or data specified in the Schedule.
- 1.4 "Intellectual Property Rights" shall mean patents, design rights, copyright, database rights, rights in confidential information and know-how and similar rights, whether registrable or not and whether registered or not, in Germany or abroad.
- 1.5 "Investigation" shall mean the investigation described in the Schedule.

### **2. Undertakings by PROVIDER**

- 2.1 PROVIDER shall transfer the Material to RECIPIENT in a manner specified in the Schedule.

2.2 PROVIDER shall provide RECIPIENT with any protocols that it may have, which will be listed in the Schedule, concerning the handling, storage and safety of the Material and shall notify RECIPIENT of any serious or otherwise health-threatening hazards relating to the Material of which PROVIDER is aware.

### **3. Undertakings by RECIPIENT**

RECIPIENT shall:

3.1 Use the Material only for the purposes of the Investigation and not for administration to human subjects.

**3.2 Use the Material solely for not-for-profit transfer to DSMZ, Braunschweig Germany, to be deposited in the open collection as a quality control strain for MIC testing of Brachyspira species.**

3.3 Use, handle and store the Material in accordance with the protocols listed by PROVIDER in the Schedule.

3.4 Use the Material in compliance with all applicable statutes and regulations.

### **4. Ownership and Intellectual Property Rights**

4.1 Nothing in this Agreement shall operate to transfer to RECIPIENT any Intellectual Property Rights of PROVIDER in the Material.

4.2 Without prejudice to PROVIDER's right to file a patent application covering the Materials at any time, RECIPIENT shall not obtain, or attempt to obtain, any patent in relation to the Material, or any other materials or results that could not have been obtained but for the Material (including modifications to the Material) without first seeking the prior written consent of PROVIDER and agreeing, amongst other things, ownership of results and modifications, the form of patent coverage, which party will manage the patent application and its subsequent commercialisation and the revenue share due to each party.

### **5. Warranties and Liability**

5.1 The Material is experimental in nature and each party acknowledges that the Material is provided without any warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose. All conditions, warranties and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.2 Neither party shall be liable to the other in contract, negligence or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of profits, business or goodwill.

### **6. Confidentiality**

6.1 For the purposes of this condition 6, "Confidential Information" means all information of a confidential nature disclosed (whether in writing, orally or by any other means) by one party (the "Disclosing Party") to the other party (the "Receiving Party") during the term of the Agreement.

6.2 For a period of five years from the date of disclosure the Receiving Party shall keep the Confidential Information confidential, shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, and shall not use the Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement.

6.3 The obligations contained in this condition 6 shall not apply to any Confidential Information which is or comes into the public domain other than through breach of this Agreement by the Receiving Party, subsequently comes lawfully into the possession of the Receiving Party from a third party in good faith without a confidentiality obligation, or is required by law to be disclosed.

**7. General**

7.1 Without prejudice to any other right or remedy, PROVIDER shall have the right to demand immediate return or destruction (at PROVIDER's option) of Material and Confidential Information (as defined in condition 6.1) in the event of any breach by RECIPIENT of this Agreement.

7.2 Neither party shall be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other.

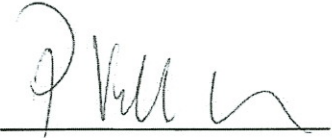
7.3 This Agreement shall be governed by the laws of Germany. Place of jurisdiction is Hannover.

7.4 This Agreement shall come into effect on the date of signature of the Agreement by PROVIDER.

In witness of which the authorised representatives of RECIPIENT and PROVIDER have executed the Agreement.

Signed for and on behalf of the  
RECIPIENT  
University of Veterinary Medicine  
Hannover, Germany

Signed for and on behalf of the  
PROVIDER  
Animal and Plant Health Agency  
(APHA)

Signed: 

Signed: 

Title: Head of Dept.

Title: Head of Business  
Development

Date: 03.02.2020

Date: 28.01.2020

## SCHEDULE

Material	Brachyspira hyodysenteriae 18/1922
Investigation/ Purpose	Deposition as control strain for MIC testing of Brachyspira species at open collection of DSMZ, Braunschweig Germany.
RECIPIENT's Contact Person	Dr. Judith Rohde
PROVIDER's Contact Person	Dr. Roderick Card /Dr. Emma Stubberfield

### Delivery Requirements

Delivery Date	11/10/2018
Quantity	1
Format	Active culture on swab
Packaging	UN3373
Other	

### Materials Data (If known)

Purity	Pure culture. Isolate was originally derived from a faecal sample of a pig in the United Kingdom in 2011
Stability	Active culture; has to be plated on appropriate media (Columbia agar with sheep blood (5%) or trypticase soy agar with bovine blood (5-10%) or fastidious anaerobic agar with horse blood (10%) upon arrival and incubated anaerobically for 3-6 days
Recommended storage conditions	Store in BHIS (10% horse serum) with 15% glycerol at -80°C
Special safety precautions	May cause swine dysentery in pigs
Other	